

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Data Security Administration, 859Z
1717 W. Jefferson · Phoenix, AZ 85007
Phone: (602) 254-2779 · Fax: (602) 254-2797

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

(Qualified Vendor Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Division of Developmental Disabilities

(Division/Administration/Program/Office Name)

Effective Date: / /

Agreement No.: _____

SECTION I. REQUEST (Completed by Requesting Entity)**Use attachment if necessary**

1a. PURPOSE OF THIS REQUEST (*What information is being requested and why? How will it be used? Give details/specifics.*)

Requesting terminal access to DDD ASSISTS, RIMS, and LAN. The requesting entity currently contracts with DES/DDD to provide support coordination (case management) services to consumers and their families.

1b. Information Technology and Connectivity

The requesting entity will utilize DES/DDD equipment to access necessary systems and applications.

SECTION I - REQUEST (Completed by Requesting Entity)

Use attachment if necessary

2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST

RFQVA # DDD 704014 for Support Coordination (Case Management)

3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?☐ Yes ☒ No If Yes, identify entity and reason(s):**4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?**☐ Yes ☒ No If Yes, identify entity and reason(s) for disclosure:**5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.**☐ Yes ☒ No If Yes, identify entity and reason(s):**6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)**

Terminal access and print-outs of records

7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION

DES/DDD complies with DES data security policies. Those policies will be reviewed by the contracted support coordinators (case managers). Additionally, each support coordinator (case manager) will have a logon ID and password, and will sign the J-129, User Affirmation Statement. All confidential data will be stored in a secure environment.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

PHONE NO. - -

DATE

FAX - -

/ /

E-MAIL

MAILING ADDRESS/SITE CODE

CITY

STATE

ZIP CODE

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SECTION II - STIPULATIONS REGARDING THE USE OF INFORMATION

STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Data-Sharing Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Data-Sharing Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached.
8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member.
9. All authorized staff is required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Data-Sharing Agreement, shall be reported promptly to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005 and the DES Data Security Administration at the following address: DES Data Security Administration, 1717 W. Jefferson St., Phoenix, Arizona 85007
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this Data-Sharing Agreement.
12. This Data-Sharing Agreement will remain in effect for 2 years from the effective date unless otherwise stipulated.

STIPULATIONS APPLICABLE TO PROVIDER:

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. There is a "Business Associates Agreement" [45 CFR 164.502(e), 154.504(e). 164.532(d) & (e)] included as part of the Qualified Vendor Agreement.

SECTION III. ADDITIONAL INFORMATIONCOMPLETED BY *(Name and Title)*

PHONE NO.

DATE

SECTION IV (A) RECOMMENDATIONS *(Completed by the data managing program)*

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

SIGNATURE OF DATA MANAGING DIVISION/PROGRAM SECURITY ANALYST (DSA/PSA)

SITE CODE

PHONE NO.

DATE

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SECTION IV (B) HIPAA RECOMMENDATIONS *(Completed by the HIPAA DIVISION PRIVACY OFFICER)*

- ☐ Recommend **APPROVAL**
- ☐ Request is not recommended for approval.

SIGNATURE OF DATA MANAGING HIPAA DIVISION PRIVACY OFFICER

SITE CODE

PHONE NO.

DATE

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I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Data-Sharing Agreement may be terminated. I further understand that DES will periodically review the terms of the Data-Sharing Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Data-Sharing Agreement or render the terms of the Data-Sharing Agreement void, impracticable, or otherwise impossible, this Data-Sharing Agreement will terminate immediately. A new Data-Sharing Agreement or an amendment to the existing Data-Sharing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Data-Sharing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

For the Requesting Entity:

(Date)

For the Department of Economic Security:

(Date)

This signed Data-Sharing Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

- ☐ THIS DATA-SHARING AGREEMENT CONFORMS to DES Data Security Policy.

☐ THIS DATA-SHARING AGREEMENT DOES NOT CONFORM to the DES Data Security Policy.
Implementation of this Data-Sharing Agreement cannot proceed until the following action is taken:

(Signature) DES Information Security Officer / / /

(Title) _____
(DATE)

As Amended As of May 2, 2005

FOR DATA-SHARING AGREEMENT BETWEEN DES AND AN EXTERNAL ENTITY:

1. Section I is completed by the requesting external entity, with signature of authorized agent, and sent to the Division's Contract Management Section at the following address: Contract Management Section, Business Operations – Site Code 791A, Division of Developmental Disabilities, Arizona Department of Economic Security, P.O. Box 6123, Phoenix, Arizona 85005. The Contract Management Section will forward the Data Sharing Agreement to the Division Security Analyst.
2. The Division's Security Analyst will complete Section III and the recommendation in Section IV. If this is a HIPAA covered entity, the HIPAA Privacy Officer must also fill in the HIPAA recommendation in Section IV. Reason must be given if the request is not recommended for approval. Section V is signed and dated by the Division's authorized representative.
3. The Data-Sharing Agreement is sent by the Division to the DES Data Security Administration, where it is processed.
4. The Data-Sharing Agreement is signed and dated by the Data Security Officer. The original Data-Sharing Agreement is filed in the DES Data Security Administration and entered into the master log. The Data-Sharing Agreement is not final until signed by the Data Security Officer. A copy of the Data-Sharing Agreement is sent to both the requesting external entity and the Data Managing DSA/PSA.